



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE
REFER TO FILE: **AS-0**

July 25, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LANDSCAPE MAINTENANCE
CALABASAS CREEK, ALISO CREEK, AND EAST CANYON CHANNEL
THIRD SUPERVISORIAL DISTRICT
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award a contract for "Landscape Maintenance - Calabasas Creek, Aliso Creek, and East Canyon Channel" to DMS Landscape Services located in Santa Ana, California, effective upon Board approval for a period of one year with two 1-year renewal options not to exceed a total contract period of three years.
3. Instruct the Chairman to sign this contract.
4. Authorize the contractor to proceed in accordance with the contract's specifications, terms, conditions, and requirements.
5. Authorize Public Works to encumber an annual amount not to exceed \$21,955 plus 15 percent for unforeseen changes or requirements which may occur as the work progresses. This amount is based on the contractor's price to perform the requested work.
6. Delegate authority to the Director of Public Works to renew this contract for the two renewal options, if, in the opinion of the Director, renewal is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to have your Board approve a contract which will provide for landscaping services at specific locations along Calabazas Creek, Aliso Creek, and the East Canyon Channel. This contract is part of our commitment to beautify these right-of-ways which are viewable to the public.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. This contract will improve internal operations through the utilization of this contractor's expertise to effectively provide these services in a timely and effective manner, as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

The total annual cost of this contract is \$21,955 plus 15 percent for unforeseen changes or requirements which may occur as the work progresses. This amount represents the contractor's costs to perform the requested work.

This contract will commence upon Board approval for a period of one year with two 1-year renewal options not to exceed a total contract period of three years. With the Board's delegated authority, the Director may renew this contract for the two 1-year renewal periods. This contract may be canceled or terminated at any time by the County without cause upon the giving of at least 30 days' written notice to the contractor.

Funds are available in the Flood Control District's 2002-03 budget to cover the cost of this contract. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This contract has been properly executed by the contractor and approved by County Counsel as to form.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract, which is for non-Proposition A services, as these services are required on a part-time and intermittent basis.

ENVIRONMENTAL DOCUMENTATION

With respect to requirements of the CEQA, these landscaping services are categorically exempt as specified in Class 1(e), (j), and (s) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On February 19, 2002, Public Works solicited proposals from 507 independent contractors and community business organizations to accomplish these services. Also, notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On March 20, 2002, seven proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements as outlined in the Request for Proposals. Having met these requirements, they were then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria described in the Request for Proposals document which included proposed fee, work plan of action/approach, references, experience, and equipment. Based on this evaluation, it is recommended that this contract be awarded to DMS Landscape Services located in Santa Ana, California, who was found to be the most responsive and lowest-cost proposer to perform the required services.

Enclosure B reflects each of the proposer's minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains recent Board-ordered contract terms regarding contract termination for improper consideration, consideration of GAIN Program participants should the contractor require additional or replacement personnel, contractor notifying their current and new employees regarding the Federal-earned income tax credit, agreement to maximize the use of recycled-content paper products, contractor responsibility and debarment, and jury service requirements.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owners Information Form in compliance with the Los Angeles County Code, Chapter 2.200 (Child Support Compliance Program).

The Honorable Board of Supervisors
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Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance have been obtained from the contractor.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that the activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that the contractor will not be requested to perform services which will exceed these contracts' approved amounts, scopes of work, and/or dates.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not affect County personnel, as these services are required on a part-time and intermittent basis.

CONCLUSION

Please have the originals of this contract and one copy signed by the Chairman. Please return the signed copies for the contractor to Public Works, together with the conformed copies for Public Works' files. The fully executed originals should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc. 5

cc: Chief Administrative Office
County Counsel

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THIS AGREEMENT, made and entered into as of this _____ day of _____, 2002, BY AND BETWEEN the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," AND DMS LANDSCAPE SERVICES, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 20th day of March 2002, hereby agrees to provide landscaping services at specific locations along Calabasas Creek, Aliso Creek, and the East Canyon Channel, to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Landscape Maintenance - Calabasas Creek, Aliso Creek, and East Canyon Channel."

SECOND: The Contract Specifications, and the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto, and the insurance certifications, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory completion of the services, and in strict accordance with the Contract Specifications, and to the satisfaction of the Director of Public Works, to pay to the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal submission, an annual amount not to exceed \$21,955, or such greater sum as the Board may approve.

FOURTH: In the event that the Contractor's Terms and Conditions which may be listed in the Contractor's proposal, conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

FIFTH: The Contractor agrees in strict accordance with the Contract Specifications to meet the County's requirements.

SIXTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has hereunto subscribed its name by and through its officers thereunto duly authorized, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

DMS LANDSCAPE SERVICES

By _____
Its President

By _____
Its Secretary